

ANNEX
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND UNIVERSITY OF HOUSTON
UNDER SPACE ACT UMBRELLA AGREEMENT
NO. 34173, DATED 1/14/2022 (ANNEX NUMBER 1).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of the University of Houston-Downtown (hereinafter referred to as "UHD" or "Partner") and the Lyndon B. Johnson Space Center of the National Aeronautics and Space Administration (hereinafter referred to as "NASA" or "NASA JSC") to jointly develop a series of science, technology, engineering and mathematics (STEM) education to include opportunities, resources, and experiences. These efforts are primarily targeted to students (pre-service teachers) in the College of Public Service's Department of Urban Education and will use NASA's mission content, people and facilities as well as UHD's people, facilities, and other unique resources.

Founded in 1974, UHD is the second largest, four-year university in Houston and is recognized nationally as a Hispanic-Serving Institution, Minority-Serving Institution and Military-Friendly School. UHD offers bachelor's degrees in 44 areas of study and nine master's degrees in an environment that welcomes and embraces students from all backgrounds. Within the Department of Urban Education, students can earn a Bachelor of Arts degree in education with teacher certification or a Master of Arts degree in teaching. Other offerings include a secondary teacher prep program, an alternative teacher certification program, and the Call Me MISTER (Mentors Instructing Students Toward Effective Role Models) program, which is designed to increase and diversify the pool of educators within the teaching field, primarily within the city of Houston.

NASA has over 50 years of experience in providing STEM learning activities to students, curriculum support materials for the education community, and training for educators on NASA mission content and educational resources.

This Annex supports the NASA Office of STEM Engagement's (OSTEM) Strategic Goal Three: Attract diverse groups of students to STEM through learning opportunities that spark interest and provide connections to NASA's missions and work. This Annex also supports the OSTEM goal of broadening student participation through the enhancement of communications and stakeholder engagement and building networks and relationships dedicated to broadening student participation while committing to achieve more diversity, equity, and inclusion in OSTEM student opportunities and programs. This collaboration with UHD will allow OSTEM to connect to diverse students and broaden overall participation in OSTEM educational opportunities and activities.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

ARTICLE 2. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Collaborate with and advise Partner on development of educational opportunities, resources, and experiences, including a Freshman Seminar, to engage students in NASA missions and content including providing subject matter expertise on NASA missions and space education and reviewing content to ensure accuracy.
2. Provide NASA Education Specialists and exhibits for a campus-wide open house (not to exceed two events per year) events engaging students, faculty, staff, and other key stakeholders, including local K-12 campuses.
3. Provide a NASA Education Specialist for virtual or in-person classroom visits to Science Methods courses up to three times per semester within the Partner's Department of Urban Education to share NASA opportunities and resources.
4. Provide opportunities for UHD students to work with NASA Education Specialists who are associated with the JSC Office of STEM Engagement.
5. Provide opportunity to schedule an in-flight education downlink through normal PAO processes to engage UHD pre-service teachers in authentic conversations about STEM and education with NASA astronauts.
6. Work with Partner to determine mutually beneficial metrics, in accordance with NASA and Federal regulations, and submit efforts to relevant education conferences and publications to share efforts and results with broad education audiences.

UHD will use reasonable efforts to:

1. Lead the development and delivery of educational opportunities, resources and experiences, including a Freshman Seminar to be developed by UHD faculty while adhering to UHD processes and requirements, to engage students in NASA missions and content.
2. Provide temporary, on-campus space for NASA personnel and exhibits for campus-wide open house events (not to exceed two events per year).

3. Schedule NASA Education Specialist virtual or in-person classroom visits up to three times each semester for Science Methods courses.
4. Identify opportunities for UHD students for to work with NASA Education Specialists who are associated with the JSC Office of STEM Engagement.
5. Promote NASA related opportunities and experiences to students, faculty, staff, alumni, and other key stakeholders, including K-12 campuses.
6. Work with Partner to determine mutually beneficial metrics, in accordance with the Family Educational Rights and Privacy Act (FERPA), the Federal Office for Human Research Protections (OHRP), and University Institutional Review Board (IRB) guidelines and submit efforts to relevant education conferences and publications in venues UHD personnel deem appropriate. Additional data-sharing agreements may be developed to address specific data needs to share efforts and results with broad education audiences.

ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

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|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Host (UHD) and Support (NASA) Campus-wide Open House Events | Twice annually through end of Agreement |
| NASA Education Specialist Classroom Visits Arranged by UHD | Up to three visits to each Science Methods classroom each semester ongoing through end of Agreement |
| UHD develops Freshman Seminar | School year 2021-22 |
| NASA Schedules In-flight Education Downlink | No later than end of Agreement |
| UHD Opens of NASA-focused Freshman Seminar | Fall Semester 2022 |
| Jointly Provide Relevant Metrics | Ongoing through end of Agreement |
| Jointly Submit Conference Proposals and Articles for Publication | Ongoing through end of Agreement |

ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of three years.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or three years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

Management Points of Contact

NASA Lyndon B. Johnson Space Center

Gamaliel Cherry
Program Manager
Mail Stop: AD4
2101 NASA Parkway
Houston, Texas 77058
Phone: 757-506-4095
gamaliel.r.cherry@nasa.gov

UNIVERSITY OF HOUSTON-
DOWNTOWN

Stephen Quander
College of Public Service -
Business Administrator
One Main Street,
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Houston, TX 77002-1001
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quanders@uhd.edu

Technical Points of Contact

NASA Lyndon B. Johnson Space Center

Becky Kamas
Education Program Specialist
Mail Suite: AD411
2101 NASA Parkway
Houston, Texas 77058
Phone: 281-244-7608
becky.kamas@nasa.gov

UNIVERSITY OF HOUSTON-
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Franklin Allaire
Assistant Professor of Science One
Main Street,
Suite C-400
Houston, TX 77002-1001 Phone:
713-222-5349 allairef@uhd.edu

ARTICLE 9. MODIFICATIONS


Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

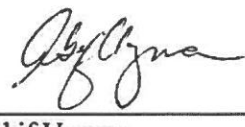
ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE
CENTER

UNIVERSITY OF
HOUSTON-DOWNTOWN

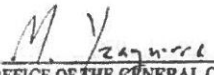
BY: 
Arturo Sanchez III
Director, External Relations Office

BY: 
Dr. Akif Uzman
Interim Provost, University of
Houston-Downtown

DATE: 12/15/2021

DATE: 12/13/2021

APPROVED AS TO FORM BY:


OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM